

**CONSTRUCTION AGREEMENT**

THE STATE OF TEXAS        )  
  )  
COUNTY OF COLLIN        )

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **McMahon Contracting, LP**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

**A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

**B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

**C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 180 calendar days after the date of the Notice to Proceed for the base proposal. Within 15 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

**D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY**

OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel, and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

## **E. Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificate holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper  
Attn: Purchasing Manager  
P.O. Box 307  
Prosper, Texas 75078

re: CSP No. 2026-12-B 2410-ST Legacy Drive (Prosper Trail – Parvin Road)

### **1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### **2. Minimum Limits of Insurance**

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

**CSP NO: 2026-12-B 2410-ST Legacy Drive (Prosper Trail – Parvin Road)  
(Document Version 04/24)**

- 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury
  - 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. Performance, Payment and Maintenance Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the

work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

#### **G. Progress Payments and Retainage**

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **H. Withholding Payments to Contractor**

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

#### **I. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance

with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

#### **J. Acceptance of Erosion Control Measures**

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

#### **K. Final Payment**

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the

final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

#### **L. Contractor's Warranty**

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

**M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

**N. "Anti-Israel Boycott" Provision**

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

**O. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.**

If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

**P. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.**

In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

**Q. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage)

within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

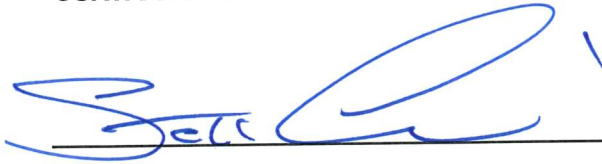
The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

*[Signatures continued on following page.]*

CONTRACTOR

TOWN OF PROSPER, TEXAS



By: Scott Cummings

By: **MARIO CANIZARES**

Title: President

Title: Town Manager

Date: 4-24-2026

Date: \_\_\_\_\_

Address: 3019 Roy Orr Blvd  
Grand Prairie, TX 75050

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: 972-263-6907

Phone: (972) 346-2640

Email: scottc@mcmahoncontracting.com

Email: mcanizares@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
Town Secretary

**PERFORMANCE BOND**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **19th day of May, A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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Phone Fax

*[Signatures continued on following page.]*

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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Printed Name

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Printed Name

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Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

**PAYMENT BOND**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **19th day of May A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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*[Signatures continued on following page.]*

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Printed Name

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City State Zip

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Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

**MAINTENANCE BOND**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN                )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of **five million, eight hundred seventy-five thousand, five hundred sixty-nine dollars and ninety-five cents (\$5,875,569.95)** (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **19th day of May, 2026**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2026-12-B  
2410-ST LEGACY DRIVE (PROSPER TRAIL – PARVIN ROAD)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED**, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

**PROVIDED**, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

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Printed Name

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Address

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City State Zip

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**SURETY:**

By: \_\_\_\_\_  
Signature

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Printed Name

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Address

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City State Zip

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Phone Fax

## **TECHNICAL SPECIFICATIONS**

- TS.01: PAY ITEM DESCRIPTIONS:** The pay item descriptions contained on the following pages are incorporated into this Contract's technical specifications.
- TS.02: GENERAL:** The Owner utilizes the current editions of Public Works Construction Standards – North Central Texas published by the North Central Texas Council of Governments (NCTCOG) and Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges published by the Texas Department of Transportation (TxDOT). Please reference the Construction Plans for all other technical specifications not contained herein.

## **TECHNICAL SPECIFICATIONS – PAY ITEM DESCRIPTIONS**

### **General**

Any and all Work specifically called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by Contractor unless specifically indicated otherwise. **The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.**

The following descriptions of certain pay items are intended to clarify the nature of the work required for this project. The provisions of the standard specifications shall apply, except as otherwise noted herein.

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Town has budgeted.

### **Pay Item No. 1 Mobilization/Demobilization, Bonds and Insurance (Max 5%)**

This item shall govern for obtaining bonds and insurance and the movement of personnel, construction equipment and supplies to the project site to enable the Contractor to begin work on the other contract items that will be performed by the Contractor. The maximum bid amount for this item shall not exceed five percent (5%) of the total bid.

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- (a) When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid or 2.5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (b) When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (c) When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- (d) When 15% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

### **Pay Item No. 2 Project Sign**

This pay item shall consist of providing and the installation of a project sign at a location determined by the Town. Each sign shall be constructed in accordance with the Town standard details and/or project specification. A dimensioned draft of the sign shall be provided to the Town for review and approval prior to manufacture.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work

**Pay Item No. 3 Right-of-Way Preparation**

This item shall consist of preparing the right of way for construction operations by the removal and disposal of all obstructions from the right of way and from designated easements, including trees of any size, where removal of such obstructions is not otherwise provided for in the plans and specifications.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.

Measurement and payment shall be per lump sum (LS) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. Such obstructions include, but are not limited to, remains of houses, foundations, floor slabs, concrete, gravel, brick, lumber, plaster, septic tanks, basements, abandoned utility pipes or conduit, fences retaining walls shacks, trees of any size, stumps, bushes, or any other obstructions not specifically provided for elsewhere by the plans and specifications.

**Pay Item No. 4 Storm Water Pollution Prevention Plan & Erosion Control, Complete In Place, Incl. Maintenance & Removal**

This pay item shall consist of furnishing, installing, maintaining and removing erosion controls throughout the duration of the project in accordance with the Texas Commission on Environmental Quality's (TCEQ) permitting procedures and requirements for construction projects that disturb one (1) or more acres and in accordance with NCTCOG Standard Specifications (5<sup>TH</sup> Edition) Item 202. Under the Texas Pollution Discharge Elimination System (TPDES) general construction permit TXR 150000, the operator with control of construction plans and specifications (Owner) and the operator with day-to-day operational control (Contractor) are required to obtain a permit for the discharge of storm water runoff. The Contractor shall be required to prepare and implement a single comprehensive site-specific Storm Water Pollution Prevention Plan (SW3P) for the entire construction site. The Contractor shall: (1) sign the SW3P, (2) submit an NOI for Town and Contractor, and (3) post a site notice as part of the permit. The SW3P must describe and ensure the implementation of best management practices that will be used to reduce, to the maximum extent possible, the pollutants and storm water discharges associated with the construction activity and insure compliance with the terms and conditions of the permit. The SW3P must clearly indicate which operator is responsible for satisfying each shared requirement of the SW3P. The SWP3 shall be subject to approval by the Owner and must be retained on-site during the term of the construction. Notice must be posted if the SW3P is retained off-site.

A Texas Registered Professional Engineer must sign and seal the Erosion Control Plan (ECP) submitted as part of the SW3P. The Contractor shall submit a Notice of Termination for Town and Contractor upon completion of the project.

This work shall also include the installation and maintenance of:

- (a) Erosion control logs
- (b) Construction entrance;
- (c) Inlet protection;
- (d) Filter tubes
- (e) Check Dams

(f) Any additional erosion control measures required by the SW3P.

Measurement and payment shall be made on the basis of the price bid per lump sum (LS) for storm water pollution prevention plan & erosion control, complete in place, replacement, maintenance & removal. This includes any necessary revisions to the Erosion Control Plan throughout the term of construction and the installation, sequencing, and maintenance of structural control measures throughout the duration of construction. Payment shall be total compensation for furnishing all labor, materials, tools, and equipment necessary to complete the work. Payment shall be evenly prorated throughout the term of construction on a monthly basis, based on amount bid and time bid.

**Pay Item No. 5 Traffic Control**

This item shall consist of the implementation and maintenance of the necessary traffic control plan, barricades, concrete barriers, signs, message boards, arrow boards, & related devices including temporary asphalt pavement if needed, in accordance with the plans and project details or as deemed necessary by Town of Prosper personnel. This bid item also includes the necessary temporary shoring required for construction. The asphalt pavement and flexible base are included in separate bid items. All other items required for the temporary detour to construct the box culverts shall be considered subsidiary to this bid item. These items shall include but are not limited to pavement markings, additional asphalt pavement, other traffic control measures, etc.

Measurement and payment shall be per lump sum (LS) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 6 Borrow Material**

This item shall consist of required excavation, removal, and proper utilization of materials obtained from designated or approved off-site sources. Contractor must seek approval from Town of Prosper for off-site material. The soil must be properly lab tested prior to being delivered.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.4.

The quantity provided for this bid is the final quantity and will not be measured unless there are revisions to the scope of work. Payment shall be per cubic yard (CY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 7 Unclassified Street Excavation & Grading**

This item shall consist of unclassified street excavation. All work shall be performed in accordance with plans and project details.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 203.2.

Payment shall include the removal and stockpile of all unused excavated materials on adjacent area (as approved and directed by the Engineer), constructing, shaping, and finishing of all earthwork involved. This item includes removing unused excavated materials from the job site and disposing it to the proper site.

The quantity provided for this bid is the final quantity and will not be measured unless there are revisions to the scope of work. Payment shall be per cubic yard (CY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. Operations necessary to excavate existing base to lower or raise subgrade shall be considered as subsidiary to this item and no additional compensation shall be given as such.

**Pay Item No. 8 Remove & Dispose of Existing Asphalt Pavement**

This item shall consist of removing and disposing of existing asphalt pavement in accordance with the plans.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 9 Remove & Dispose of Existing Concrete Pavement**

This item shall consist of removing and disposing of existing concrete pavement and sidewalk in accordance with the plans.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 10 Remove & Dispose Ex. Culvert (Various Type & Size)**

This item covers the removal of existing storm drain pipe as shown on the Plans for all types, sizes, and depths. Depending on sequence of construction, Contractor shall allow for removal of pipe in sections as construction scheduling allows. Cost shall include any temporary drainage facilities or connections required to maintain drainage and plug at end of storm drainpipe.

All material shall be completely removed with the voids backfilled with clean material in 10-inch maximum lifts. Compact each lift (level with subgrade elevation prior to lime stabilization) to 95% Std. Proctor density per ASTM D-698. Dispose of materials at an acceptable offsite location. The final surface shall be graded to match existing ground.

Measurement and payment shall be based on the unit price bid for linear foot (LF) of pipe removed and shall be full compensation for all labor, material, disposal costs, equipment, and incidentals necessary to complete this pay item.

**Pay Item No. 11 Remove & Dispose Ex. Headwall**

This item shall consist of removing and disposal of existing headwalls at the locations shown on the construction plans.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 12 Remove & Dispose Existing Barbed-Wire Fence**

This item shall consist of removing and disposal of existing fence at the locations and limits shown on the construction plans.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 13 Remove & Dispose Existing Trees (>6-Inch)**

This item shall consist of removing and disposal of existing trees at the locations and limits shown on the construction plans.

Measurement and payment shall be per each tree to be removed (EA) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 14 Remove & Dispose of Ex. Stone Riprap**

This item shall consist of removing and disposal of existing stone riprap at the locations and limits shown on the construction plans.

Measurement and payment shall be per square yard to be removed (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 15 Moisture Conditioned Soil**

This item shall be constructed based on the following:

- a. Strip the site of all existing pavements including base materials if any present, and areas of vegetation to a minimum depth of 6 inches below existing grades. Remove any remaining organic or deleterious material under the planned paved areas.
- b. Cut or fill as needed to provide a minimum of depth noted in the plans of moisture conditioned soils below the pavement and lime stabilized soil depth for the roadway reconstruction. The area of the moisture conditioned soils should extend a minimum of 2 feet beyond the back of roadway curbs or edges.
- c. After stripping and performing necessary cut or fill, the exposed subgrade should be proof rolled. Proof rolling should consist of rolling the entire pavement subgrade with a heavily loaded, tandem-axle dump truck weighing at least 25 tons or other approved equipment capable of applying similar loading conditions. Any soft, wet or weak soils that are observed to rut or pump excessively during proof rolling should be removed and replaced with well-compacted, on-site clayey material as outlined below. The proof rolling operation should be performed under the observation of a qualified geotechnical engineer and superintendents.

After proof rolling, begin placing moisture conditioned fill to final subgrade elevation. The moisture conditioned fill should be placed in maximum 8-inch compacted lifts, compacted to at least 95 percent of the maximum dry density, as determined by ASTM D698 (standard Proctor), and placed at a moisture content that is at least 4 percentage point above the optimum moisture content, as determined by the same test ( $\geq+4\%$ ). Fill materials may be derived from on-site or may be imported as long as the materials are essentially free of organic materials and particles in excess of 4 inches in their maximum direction. Excavated weathered shale should not be used as moisture conditioned fill. Imported fill materials should have no less than 35 percent material passing a No. 200 mesh sieve and a Plasticity Index of no more than 30.

- d. Field density and moisture content testing should be performed at the rate of one test per 100 linear feet of pavement and utility trenches per lift.
- e. Surface grading adjacent to the edges of pavements flatwork should be sloped away from the edges to the maximum degree possible.

- f. A 10 mil polyliner moisture barrier shall be installed on top of the moisture treated subgrade and shall extend 6 feet past the edge of pavement.

Measurement and Payment shall be made on the basis of the unit price bid per cubic yard (CY), complete in place. Cost shall include all excavation of existing materials to the depth specified, proof rolling subgrade, filling, compaction and watering of the excavated soils to achieve the required treated soils and density, and installation of a polyliner moisture barrier over the moisture conditioned soils.

**Pay Item No. 16 9-Inch Thick Reinforced Concrete Pavement (Including Integral Curb)**

This item shall consist of 9-Inch thick reinforced concrete pavement including integral curb. All work shall be performed in accordance with plans and project details. Pavement must obtain a minimum compressive strength of 4,000 psi within 28 days for machine placed and a minimum compressive strength of 4,500 psi within 28 days for hand placed.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 303.

Field Quality Control:

Concrete Tests: Testing and acceptance of concrete shall meet the requirements specified in NCTCOG section 303.8.

Grade and Smoothness Tests:

1. Plan Grade: Finished surface of the flatwork shall not vary more than 0.04 ft. above or below the plan grade or elevation. Finished surfaces of abutting pavement and walks shall coincide at their juncture. Where a new pavement or walk abuts an existing surface, transition pavement or walk strip shall be installed.
2. Surface Smoothness: Finished surface of the flatwork shall have no abrupt changes of more than 1/8" and shall not deviate from the testing edge of a 12 ft. straight edge more than 1/4" plus or minus tolerance. Flow line of gutters shall not deviate from the testing edge of a 10 ft. straight edge more than 1/8" plus or minus tolerance.
3. Concrete Cracking: Contractor is responsible for controlling all concrete cracking. If more than one (1) crack per panel occurs, the Contractor may be required to remove and replace the panel as directed by the Engineer or Owner at the Contractor's expense. No additional pay.

Standard Finishing: Strike slabs off true by double screeding to the required level at or below the elevations and grades shown on the drawings. Set edge forms and screed strips accurately to produce the designated elevations and contours.

1. Walks: Float with wood floats to true planes with no coarse aggregate visible. Hand trowel to produce smooth surfaces. Brush surfaces with a soft fiber brush to produce a uniformly striated finish. Edge concrete surfaces with a rounded edging tool.
2. Curbs and gutters: All curbs shall be formed and finished with a preformed mechanical mule. No hand formed curbs shall be allowed except in those areas that require transitioning to a laydown curb, inlet or radii less than 4 feet. Cross brush surfaces with a soft fiber brush to produce a fine brush finish.

3. Approaches: Screed and float to a monolithic medium float finish and belt with a canvas belt to produce a herringbone texture finish.
  - a. Curb Ramps: Provide tooled grooves with chemical staining of concrete as detailed.
  - b. Paving: Vibratory screed the concrete. The vibratory screed shall run along the forms for all paving areas except intersections. The use of a hand-held vibratory screed may be used at intersections. The surface shall be troweled and edged with a steel trowel and then broomed to obtain a smooth, uniform brush finish.

Expansion Joints: Locate expansion joints around fixed objects within or abutting concrete, and at intervals of not more than 35 ft. o.c. along walks and curbs and 150 ft. o.c. along drive and parking paving unless otherwise shown on the plans.

1. Install preformed filler with the top edge approximately 1/4" below the finished concrete surface to leave a neat, straight joint.
2. Joints shall be 1/2" wide unless specifically dimensioned otherwise on the drawings. Joint edges shall be rounded with an edging tool.
3. There shall be no connection by reinforcement or keyway across expansion joints. Joints shall be held in alignment with sleeved, smooth dowels where required.

Concrete:

1. Place concrete in accordance with ACI 301 and 304. Deposit concrete so that specified slab thickness will be obtained with use of a vibratory screed and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms and reinforcing and damage to vapor retarder. Place concrete to lines and levels shown, properly sloped to drain into adjacent yard areas or drainage structures.
2. Hot Weather Placement: ACI 305.
3. Cold Weather Placement: ACI 306.
4. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
5. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
6. The Contractor shall not back over the steel at any time while pouring concrete. Construction sequencing efforts shall be utilized to successfully make each concrete pour. If necessary, the Contractor shall utilize concrete pumping to perform the work.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 17 6-Inch Thick Reinforced Concrete Pavement (Including Integral Curb)**

This item shall consist of 6-Inch concrete pavement. All work shall be performed in accordance with plans and project details. Pavement must obtain a minimum compressive strength of 4,000 psi within 28 days for machine placed and a minimum compressive strength of 4,500 psi within 28 days for hand placed.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 303.

Field Quality Control:

Concrete Tests: Testing and acceptance of concrete shall meet the requirements specified in NCTCOG section 303.8.

Grade and Smoothness Tests:

4. Plan Grade: Finished surface of the flatwork shall not vary more than 0.04 ft. above or below the plan grade or elevation. Finished surfaces of abutting pavement and walks shall coincide at their juncture. Where a new pavement or walk abuts an existing surface, transition pavement or walk strip shall be installed.
5. Surface Smoothness: Finished surface of the flatwork shall have no abrupt changes of more than 1/8" and shall not deviate from the testing edge of a 12 ft. straight edge more than 1/4" plus or minus tolerance. Flow line of gutters shall not deviate from the testing edge of a 10 ft. straight edge more than 1/8" plus or minus tolerance.
6. Concrete Cracking: Contractor is responsible for controlling all concrete cracking. If more than one (1) crack per panel occurs, the Contractor may be required to remove and replace the panel as directed by the Engineer or Owner at the Contractor's expense. No additional pay.

Standard Finishing: Strike slabs off true by double screeding to the required level at or below the elevations and grades shown on the drawings. Set edge forms and screed strips accurately to produce the designated elevations and contours.

4. Walks: Float with wood floats to true planes with no coarse aggregate visible. Hand trowel to produce smooth surfaces. Brush surfaces with a soft fiber brush to produce a uniformly striated finish. Edge concrete surfaces with a rounded edging tool.
5. Curbs and gutters: All curbs shall be formed and finished with a preformed mechanical mule. No hand formed curbs shall be allowed except in those areas that require transitioning to a laydown curb, inlet or radii less than 4 feet. Cross brush surfaces with a soft fiber brush to produce a fine brush finish.
6. Approaches: Screed and float to a monolithic medium float finish and belt with a canvas belt to produce a herringbone texture finish.
  - a. Curb Ramps: Provide tooled grooves with chemical staining of concrete as detailed.
  - b. Paving: Vibratory screed the concrete. The vibratory screed shall run along the forms for all paving areas except intersections. The use of a hand-held vibratory screed may be used at intersections. The surface shall be troweled and edged with a steel trowel and then broomed to obtain a smooth, uniform brush finish.

Expansion Joints: Locate expansion joints around fixed objects within or abutting concrete, and at intervals of not more than 35 ft. o.c. along walks and curbs and 150 ft. o.c. along drive and parking paving unless otherwise shown on the plans.

4. Install preformed filler with the top edge approximately 1/4" below the finished concrete surface to leave a neat, straight joint.

5. Joints shall be ½" wide unless specifically dimensioned otherwise on the drawings. Joint edges shall be rounded with an edging tool.
6. There shall be no connection by reinforcement or keyway across expansion joints. Joints shall be held in alignment with sleeved, smooth dowels where required.

Concrete:

7. Place concrete in accordance with ACI 301 and 304. Deposit concrete so that specified slab thickness will be obtained with use of a vibratory screed and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms and reinforcing and damage to vapor retarder. Place concrete to lines and levels shown, properly sloped to drain into adjacent yard areas or drainage structures.
8. Hot Weather Placement: ACI 305.
9. Cold Weather Placement: ACI 306.
10. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
11. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
12. The Contractor shall not back over the steel at any time while pouring concrete. Construction sequencing efforts shall be utilized to successfully make each concrete pour. If necessary, the Contractor shall utilize concrete pumping to perform the work.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 18 Stamped & Stained Concrete Median Pavement**

This item shall consist of the construction of 4-Inch stamped & stained concrete. The concrete shall be Class 'A' with a minimum concrete strength of 3,000 psi at 28 days and reinforced with #4 reinforcing bars at 18-Inch spacing in each direction. All work shall be performed in accordance with plans and project details. Contractor to confirm stain color with Town prior to construction.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 19 12-Inch Lime Treated Subgrade**

This item shall consist of lime stabilization of roadway subgrade. All work shall be performed in accordance with plans and project details. Application rate for lime shall be as specified in the plans and geotechnical report.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 301.2.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 20 6-Inch Flexible Base (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of 6" Flexible Base at the locations shown on the plans. The flexible base shall be installed in accordance with TxDOT Standards (Item 247) and details. Grade 1-2, Type D.

Payment shall be per square yard (SY) of flexible base installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work. Contractor should provide truck tickets to the Town staff.

**Pay Item No. 21 6-Inch Asphalt Pavement (2-Inch SP-D, 4-Inch SP-B) (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of 2-Inch SP-D & 4-Inch SP-B at the locations shown on the plans. The asphalt shall be installed in accordance with TxDOT Standards (Item 344) and details. Contractor to submit a mix design for approval.

Payment shall be per square yard (SY) of asphalt installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 22 Prime Coat (MC-30 or AE-P) (FOR TEMPORARY DETOUR)**

These items shall include the furnishing and complete in place installation of prime coat (MC-30 or AE-P) at the locations shown on the plans. The prime coat shall be installed in accordance with TxDOT Standards (Item 310) and details.

Payment shall be per square yard (SY) of prime coat installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 23 Hydrated Lime (8%)**

This item consists of providing the Hydrated Lime used to treat the subgrade. All work shall be performed in accordance with plans and project details including geotechnical recommendations. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 301.2.

Measurement and payment related to hydrated lime shall be on the basis of the price bid per ton (TON) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work. The existing material is known to have low to moderate sulfate levels per the geotechnical report, if a double lime application is required due to borrow material that has high sulfate levels, the additional lime application shall be considered subsidiary to this bid item. Contractor shall test all borrow material prior to delivery.

**Pay Item No. 24 8-Inch Asphalt Pavement (2-Inch SP-D, 6-Inch SP-B)**

These items shall include the furnishing and complete in place installation of 2-Inch SP-D & 6-Inch SP-B at the locations shown on the plans. The asphalt shall be installed in accordance with TxDOT Standards (Item 344) and details. Contractor to submit a mix design for approval.

Payment shall be per square yard (SY) of asphalt installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 25 Prime Coat (MC-30 or AE-P)**

These items shall include the furnishing and complete in place installation of prime coat (MC-30 or AE-P) at the locations shown on the plans. The prime coat shall be installed in accordance with TxDOT Standards (Item 310) and details.

Payment shall be per square yard (SY) of prime coat installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 26 Barrier Free Ramp**

This work includes the construction of pedestrian ramps at locations shown in the plans or as determined by the Engineer, in accordance with the appropriate details and specifications. All concrete used for the barrier free ramp construction shall be Class “A” concrete with a minimum compressive strength of 4,000 psi at 28 days. No fly ash will be permitted. Barrier free ramps that guide pedestrians across only one leg of the intersection shall be quantified as “single” ramp, while barrier free ramps that guide pedestrians across two legs of the intersection shall be quantified as a “double” ramp.

All ramp construction shall be in compliance with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. This includes the correct slope, correct width, correct texture, and correct color differentiation (i.e. staining to the finished ramp). The Engineer shall verify each ramp prior to final acceptance. Any ramp found to be in noncompliance shall be removed and brought to compliance at the Contractor’s sole expense.

Measurement and payment for construction of barrier free ramps and materials furnished completed and in place as provided herein shall be made on the basis of the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 27 Construct Street Header**

This item shall consist of constructing a street header at locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriated details. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 305.4.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 28 Furnish & Install TxDOT Metal Beam Guard Fence**

This item shall consist of furnishing and installing of metal beam guard fence at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per linear foot (LF) of fence and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 29 Furnish & Install TxDOT TL-2 Thrie-Beam Transition**

This item shall consist of furnishing and installing of a TxDOT TL-2 Thrie-Beam Transition at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 30 Furnish & Install TxDOT MSKT-MASH-TL-3 Impact Head**

This item shall consist of furnishing and installing of a TxDOT MSKT-MASH-TL-3 Impact Head at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 31 Furnish & Install TxDOT Downstream Anchor Terminal**

This item shall consist of furnishing and installing of a TxDOT Downstream Anchor Terminal at the locations shown on the plans per TxDOT standards.

Measurement and payment shall be per each (EA) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 32 Furnish & Install 2-Inch PVC Conduit**

This item shall include furnishing and installing 2-Inch PVC Conduit at the locations shown on the construction plans or as determined by the Engineer. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 501.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 33 Furnish & Install 4-Inch PVC Conduit**

This item shall include furnishing and installing 4-Inch PVC Conduit at the locations shown on the construction plans or as determined by the Engineer. This item shall be governed by all applicable provisions of NCTCOG Standard Specifications (5TH Edition) Item 501.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 34 Furnish & Install Bermuda Sod**

Furnish and install bermuda sod, including removal of any rocks or debris greater than 1/2-inch, 4-inches of Top Soil, fertilizer, and watering until established and accepted by the Town.

Measurement and payment shall be made based on the unit price bid per square yard (SY) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 35 Furnish & Install Traffic Signs**

This bid item shall include the furnishing installation of new traffic signs as shown on the plans and conforming to the Town standard details. This bid item shall include the pole, hardware, and foundation regardless of type, number of signs, number of street name plates, and size.

Measurement and payment for work performed and materials furnished related to installing a new traffic sign shall be on the basis of the price bid per each (EA) and shall be full compensation for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as specified.

**Pay Item No. 36 Install 24-Inch Wide Solid White Stop Bar (Thermoplastic)**

This item includes installation of a 24-Inch wide solid white stop bar at locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and details included in the plans. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 37 Install Crosswalk Markings (Thermoplastic)**

This item includes installation of solid white crosswalk markings at the locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and Town details. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 38 Install Solid 8-Inch Turn Lane Line (Thermoplastic)**

This item includes installation of white solid turn lane lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 39 Install Solid 6-Inch White Edge Line (Traffic Paint)**

**Pay Item No. 40 Install Solid 6-Inch Yellow Edge Line (Traffic Paint)**

This item includes installation of white and yellow solid lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be painted.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 41 Install Solid Double Yellow Center Line (Thermoplastic)**

This item includes installation of double yellow center line at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 42 Install Yellow Diagonal Crosshatching (Traffic Paint)**

**Pay Item No. 43 Install White Diagonal Crosshatching (Traffic Paint)**

This item includes installation of diagonal and chevron crosshatching at the locations shown on the construction plans. The contractor shall clean the surface property before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be painted.

Measurement and payment shall be per linear foot (LF) of striping and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 44 Install 6-Inch Broken White Lane Lines**

This item includes installation of broken white lane lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 45 Furnish & Install Type I-C Marker**

**Pay Item No. 46 Furnish & Install Type II-C-R Marker**

**Pay Item No. 47 Furnish & Install Type II A-A Marker**

This item includes installation of pavement markers at the locations shown on the plans. This item shall conform to TxDOT Standards.

Measurement and payment shall be per each (EA) pavement marker installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 48 Install Thermoplastic Turn Arrow**

This item includes installation of pavement arrow markings (white 90 mil thermoplastic) at the locations shown on the plans. This item shall conform to TxDOT Standards. The contractor shall clean the surface properly before applying the pavement marking.

Measurement and payment shall be per each (EA) pavement marking installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 49 Install 12-Inch Thermoplastic School Zone Line**

This item includes installation of 12-Inch white solid school zone lines at the locations shown on the plans. The contractor shall clean the surface properly before applying the pavement marking. This item shall conform to NCTCOG (5th Edition) Item 804.2 and TxDOT Standards. The pavement markings shall be 90 mil thermoplastic.

Measurement and payment shall be per linear foot (LF) of striping installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 50 Install Thermoplastic 'ONLY' Markings**

This item includes installation of pavement 'ONLY' markings (white 90 mil thermoplastic) at the locations shown on the plans. This item shall conform to TxDOT Standards. The contractor shall clean the surface properly before applying the pavement marking.

Measurement and payment shall be per each (EA) pavement marking installed and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 51 Furnish & Install 5-Strand Barbed Wire Fence**

This item shall consist of the construction of a 5-strand barbed wire fence. This item includes all posts and necessary materials to install the fence. All work shall be performed in accordance with plans and project details.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 52 Furnish & Install Vehicle Gate**

This item shall consist of the construction of a vehicle gate. This item shall include all posts, connections to adjacent fence, etc. required to install the gate.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 53 Furnish & Install 72-Inch Corrugated Metal Pipe**

This item shall consist of the construction of the 72-Inch Corrugated Metal Pipe. All work shall be performed in accordance with plans and project details.

Measurement and payment shall be per linear foot (LF) and shall include all labor, material, equipment, tools, preparation and incidentals necessary to complete the work.

**Pay Item No. 54 Furnish & Install 21-Inch RCP Class III**

**Pay Item No. 55 Furnish & Install 24-Inch RCP Class III**

**Pay Item No. 56 Furnish & Install 30-Inch RCP Class III**

**Pay Item No. 57 Furnish & Install 36-Inch RCP Class III**

**Pay Item No. 58 Furnish & Install 42-Inch RCP Class III**

**Pay Item No. 59 Furnish & Install 48-Inch RCP Class III**

**Pay Item No. 60 Furnish & Install 54-Inch RCP Class III**

**Pay Item No. 61 Furnish & Install 60-Inch RCP Class III**

This work includes the construction of all RCP storm drain (various sizes) at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications, including NCTCOG Item 501.6 and 508.3. All RCP storm drain shall be Class III (NCTCOG Item 501.6) as indicated on the plans. All bends shall be prefabricated. Ram-nek joint material shall be used for all joints, unless approved otherwise by the Engineer. This work shall include trench excavation, preparation and shaping of bedding, transporting of pipe, jointing, connections to existing and/or proposed improvements and structures, embedment, backfill, and temporary pavement repair, if necessary. Embedment shall be in accordance with the plans and specifications.

Where leads or pipe terminate into an existing system, this work shall include construction of a concrete collar at the junction to form a watertight connection. The construction of concrete collars, as required by these specifications and the connection to the existing storm sewer line will not be paid for directly but shall be considered subsidiary to this pay item.

This work shall also include the construction of temporary pavement repair, when necessary or as determined by the Engineer, consisting of 2-Inch Type B HMA on 6" Flex Base. Temporary pavement repair shall be constructed and maintained along all storm drain installed in areas that need to be open to traffic prior to the construction of the final pavement. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Measurement and payment for work performed and materials furnished related to the construction of RCP storm drain (various sizes and/or classes), as provided herein, shall be made on the basis of the price bid per linear foot (LF) in accordance with NCTCOG Item 508.6, and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 62 Furnish & Install 10-ft X 8-ft RCB**

All RCB storm drain shall be Class III unless otherwise specified and installed in accordance with plans and project details. Backfill and embedment shall be per Standard Specification. All bends shall be prefabricated. Where leads or pipe terminate into the system, a concrete collar shall be poured at the junction to form a watertight connection. This item includes the 6" flexible base subgrade and filter fabric, reference the plans for details. The RCB may be pre-cast or cast-in-place.

This work shall include trench excavation, preparation and shaping of bedding, transporting of pipe, jointing, connections to existing and/or proposed improvements and structures, embedment, backfill, and temporary pavement repair, if necessary. Embedment shall be in accordance with the plans and specifications.

This item includes any and all construction methods to install the RCB in the existing channel. This includes but is not limited to dewatering, temporary diversion, temporary erosion control, additional excavation (not included in unclassified excavation bid item) etc. to perform the work. Anything associated with the construction of the RCB shall be considered subsidiary to this bid item.

This work shall also include the construction of temporary pavement repair, when necessary or as determined by the Engineer, consisting of 2-Inch Type B HMA on 6" Flex Base. Temporary pavement repair shall be constructed and maintained along all storm drain installed in areas that need to be open to traffic prior to the construction of the final pavement. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 501.6. Measurement and payment shall be per the linear foot (LF) of box installed at all depths, including all excavation, embedment, backfill and incidentals necessary to complete the work.

**Pay Item No. 63 Trench Safety for Storm Drain Construction**

This work includes preparing a job specific trench safety plan and installing the proper shoring and/or bracing to adequately provide a safe trench situation for all utility construction (i.e., storm drain, water and/or sanitary sewer), in compliance with current regulations and requirements of the United States Department of Labor Occupational Safety and Health Administration (OSHA) and in accordance with the appropriate details and specifications, including NCTCOG Item 107.19.3. The Contractor shall have a Trench Safety Plan prepared, signed and sealed by a professional engineer, and provided to the Engineer prior to the start of construction. The preparation of the trench safety plan, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Measurement and payment for work performed and materials furnished related to the preparation of a trench safety plan and the installation of a trench safety systems, as provided herein, shall be made on the basis of the price bid per linear foot (LF) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 64 Furnish & Install Recessed 10-Foot Curb Inlet**

**Pay Item No. 65 Furnish & Install Recessed 12-Foot Curb Inlet**

**Pay Item No. 66 Furnish & Install Recessed 15-Foot Curb Inlet**

**Pay Item No. 67 Furnish & Install Recessed 20-Foot Curb Inlet**

**Pay Item No. 68 Furnish & Install Standard 10-Foot Curb Inlet**

**Pay Item No. 69 Furnish & Install Standard 15-Foot Curb Inlet**

This work includes the construction of standard & recessed curb inlets (various lengths & widths) at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications, NCTCOG Item 702, and details specified in the plans. Concrete used for the construction of inlets shall be Class "C", with a minimum 3,600 psi compressive strength when tested at 28 days.

Measurement and payment for work performed and materials furnished related to the construction of curb inlets (various types, lengths & widths), as provided herein, shall be made based on the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

**Pay Item No. 70 Furnish & Install 4-ft x 4-ft Junction Box**

**Pay Item No. 71 Furnish & Install 5-ft x 5-ft Junction Box**

**Pay Item No. 72 Furnish & Install 6-ft x 6-ft Junction Box**

These items shall include the furnishing and complete in place installation of storm drain junction boxes at the size, depth, and locations shown on the plans. The junction boxes shall be installed in accordance with NCTCOG (5TH Edition) Item 502.1 and Town design standards and details.

Payment shall be for each (EA) junction box installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 73 Furnish & Install 4-ft x 4-ft Wye Inlet**

These items shall include the furnishing and complete in place installation of wye inlets of at the depth and locations shown on the plans. The inlets shall be installed in accordance with NCTCOG (5TH Edition) Item 702 and Town design standards and details.

Payment shall be for each (EA) inlet installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 74 TxDOT Type PW Concrete Headwall (162 LF) Incl. Rail Anchorage Curb**

**Pay Item No. 75 TxDOT Type PW Concrete Headwall (174 LF) Incl. Rail Anchorage Curb**

This item shall include the furnishing and complete in place installation of TxDOT Type PW headwall of at the locations shown on the plans. This item shall include the construction of the rail anchorage curb per TxDOT detail. The headwalls shall be installed in accordance with TxDOT Standards and details.

Payment shall be for each (EA) headwall installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 76 TxDOT Type C402 Combination Rail**

This item shall include the furnishing and complete in place installation of TxDOT Type C402 Combination Rail at the locations shown on the plans. The rail shall be installed in accordance with TxDOT Standards and details. This item includes all materials needed to finish the face of the rail per the standards shown on the plans, including the formliner, paint, and powder coating of the metal bridge rail.

Payment shall be per linear foot (LF) of rail installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 77 Town Standard Pedestrian Rail W/ Concrete Mow Strip**

These items shall include the furnishing and complete in place installation of Town Standard Pedestrian Rail with concrete mow strip at the locations shown on the plans. The rail shall have a Prosper Brown powder coated finish.

Payment shall be per linear foot (LF) of rail installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.

**Pay Item No. 78 Furnish & Install Stone Riprap (12-Inch Thick Riprap, 6-Inch Thick Bedding)**

**Pay Item No. 79 Furnish & Install Stone Riprap (18-Inch Thick Riprap, 6-Inch Thick Bedding)**

This item shall consist of installation of rock riprap at this specified thickness and 6-Inch thick bedding. All work shall be performed in accordance with plans and project details.

This item shall be governed by all applicable provisions of NCTCOG Standard Specifications Item 803.3.

Measurement and payment shall be per square yard (SY) and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

**Pay Item No. 80 Furnish & Install Temporary Shoring**

This item shall include the furnishing and complete in place installation of temporary shoring at the locations shown on the plans. The shoring shall be in accordance with TxDOT Item 423. TxDOT detail for Temporary Earth Retaining Wall RW(TEW) can be used as a reference but the contractor may submit alternative shoring methods for approval. The backfill material for any temporary walls shall be Type DS. The Type DS material shall be placed at least one foot above the 100-yr WSEL. Type 1 Filter Fabric shall be placed along all edges of the Type DS Material. The Type DS backfill material and filter fabric is included in this bid item. The height of the shoring may vary; no additional pay will be provided for shoring that is taller than expected. It is the contractor's responsibility to review the plans thoroughly and bid accordingly. The Contractor shall submit a temporary shoring wall design that is signed and sealed by a registered engineer for review and approval.

Payment shall be per linear foot (LF) of temporary shoring installed and shall include all labor, equipment, excavation, backfill, embedment, and materials necessary to complete the work.